

TRUST DEED  
SECOND MORTGAGE (ILLINOIS)

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86540134

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THIS INSTRUMENT WITNESSETH that John and Sandra Ciaccio as Joint tenants

(Hereinafter called the Grantor), of 1529 S. Fairview, Park Ridge, Illinois

for and in consideration of the sum of Twenty Five Thousand & no/100 (\$25,000) Dollars

in hand paid, CONVEY AND WARRANT to Golf Mill State Bank of 9101 Greenwood Avenue, Niles, Illinois

as Trustee, and to his successors in trust hereinafter named, the following described real estate, with the improvements thereon, including all heating, air conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the County of Cook and State of Illinois, to wit

Above Space For Recorder's Use Only

Lot 17 in Block 29 in Kinsey's Park Ridge Subdivision of the Part North of Higgins Road in the West 1/2 of the Southwest 1/4 of Section 1, Township 40 North, Range 12 and the Part North of Higgins Road in the East 1/2 of Section 2, Township 40 North, Range 12, lying east of the 3rd principal meridian in Cook County, Illinois.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

Permanent Real Estate Index Number (s) 12-02-221-008  
Address(es) of premises 1529 S. Fairview, Park Ridge, Illinois

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IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein WHEREAS, The Grantor is justly indebted upon principal promissory note bearing even date herewith payable

\*one commercial instalment note.

\*\*in 35 equal, consecutive installments of \$415.03 each, beginning on the 10th day of December, 1986 and continuing on the same day of every month thereafter until fully paid, said payments to include both principal and interest at the rate of 10% per annum. Final payment of all remaining principal and interest will be at maturity.

THE GRANTOR covenant, and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) To pay when due or, if by law, all taxes, assessments against said premises, and on demand to exhibit receipts therefor; (3) Within sixty days after destruction or damage to, or rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) That waste to said premises shall not be committed or suffered; (5) To keep all buildings now or at any time on said premises insured in companies to be selected by the grantor herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable to the first Trustee of Mortgage, and second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the first Mortgagee or Trustee until the indebtedness is fully paid; (6) To pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure so to insure, or pay taxes or assessments, or the prior incumbrances, or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at 12% per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness, including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at 12% per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof, including reasonable attorney's fees, outlays for documents, evidence, stenographer's charges, cost of procuring or compiling abstract showing the whole title of said premises embracing foreclosure decree, shall be paid by the Grantor, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings, which proceeding, whether decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees, have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceedings, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once and without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession of and charge of said premises with power to collect the rents, issues and profits of said premises.

The name of a record owner is John Ciaccio and his wife, Sandra M. Ciaccio

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Golf Mill State Bank of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all of the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

This trust deed is subject to 1st Mortgage with FCA Mortgage Corporation recorded as Doc. No. 27097879 assigned to American S&LA recorded as Doc. No. 27097880

Witness the hand and seal of the Grantor this 10th day of November 1986

Please print or type names below signatories

JOHN CIACCIO (SEAL)  
SANDRA CIACCIO (SEAL)

This instrument was prepared by Emma C. Abuel, Golf Mill State Bank, 9101 Greenwood Avenue, Niles, Ill (NAME AND ADDRESS)

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STATE OF Illinois }  
COUNTY OF Cook } ss.

I, undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John and Sandra Ciaccio

personally known to me to be the same persons whose name they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 10th day of November, 19 86

(Impress Seal Here)

*Karen M. Huban*  
Notary Public

Commission Expires 11-23-86

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SECOND MORTGAGE  
**Trust Deed**

JOHN & SANDRA CIACCIO

TO

GOLF MILL STATE BANK

9101 *W. 80th Street, Mokena, Ill.*

*Mokena, Ill. 60448*

*PO* **BOX 383 - HV**

1529 S. Fairview  
Park Ridge, Illinois

GEORGE E. COLE  
LEGAL FORMS